

EXHIBIT 13



U.S. Department of Justice

Federal Bureau of Prisons

Washington, DC 20534

April 1, 2009

Lucibeth Mayberry
Vice President and Deputy Chief Development Officer
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215

RE: Contract DJB1PC010, Management and Operation of a Private Correctional Facility/ Criminal Alien Requirement (CAR) 8

Dear Ms. Mayberry:

On behalf of the Federal Bureau of Prisons, it is my pleasure to congratulate you and Corrections Corporation of America (CCA) on its contract award resulting from Request for Proposals (RFP) -PCC-0012 (Criminal Alien Requirement 8). Attached is a fully executed copy of contract DJB1PC010.

This contract includes a four-year base period and three two-year option periods, with an effective date of April 1, 2009. A Notice to Proceed will be issued by the Administrating Contracting Officer when services are to begin under this contract. The base period of the contract shall be 48 months from the date the Notice to Proceed is issued.

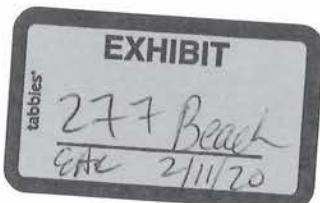
As a reminder, if CCA wishes to issue any press releases concerning this award, Section C of our contract requires CCA to receive pre-approval from the Contracting Officer.

We look forward to working with CCA under this contract.

Sincerely,

Amanda J. Pennel
Contracting Officer

Enclosure



AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF PAGES	
2. CONTRACT (Proc. Inst. Indent.) NO. DJB1PC010		3. EFFECTIVE DATE 04/01/2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW - ROOM 5006 WASHINGTON, DC 20534		6. ADMINISTERED BY (If other than Item 5) FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW - ROOM 5006 WASHINGTON, DC 20534		CODE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BOULEVARD NASHVILLE, TN 37215				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
DUNS: 159734151 TIN NO: 621763875				9. DISCOUNT FOR PROMPT PAYMENT			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
11. SHIP TO/MARK FOR		CODE		12. PAYMENT WILL BE MADE BY PRIVATIZATION MANAGEMENT BRANCH 400 FIRST STREET, 2ND FLOOR WASHINGTON, DC 20534			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				14. ACCOUNTING AND APPROPRIATION DATA FP090009S6 (INP10162)			
15A. ITEM NO.	15B. SUPPLIES/SERVICES THE CONTRACTOR SHALL PROVIDE SERVICES FOR THE MANAGEMENT AND OPERATION OF A PRIVATE, CONTRACTOR-OWNED, CONTRACTOR-OPERATED, CORRECTIONAL FACILITY IN ACCORDANCE WITH RFP-PCC-0012.		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT (ESTIMATED 4-YEAR BASE)	
15G. TOTAL AMOUNT OF CONTRACT						\$ 226,398,155.00	
16. TABLE OF CONTENTS							
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<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	10-60	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	93-191
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or Print) By <i>Bret Ver Hulst</i> VICE PRESIDENT, FEDERAL LOCAL CUSTOMER RELATIONS				20A. NAME OF CONTRACTING OFFICER <i>Douglas M. Martz</i>			
19B. NAME OF CONTRACTOR By <i>Douglas M. Martz</i> (Signature of person authorized to sign)		19C. DATE SIGNED 4/1/09		20B. UNITED STATES OF AMERICA By <i>Douglas M. Martz</i> (Signature of Contracting Officer)		20C. DATE SIGNED 4/1/09	
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is usable							STANDARD FORM 26 (REV. 4/2008) Prescribed by GSA - FAR (48 CFR) 53.214(a)

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SERVICES AND PRICES/COSTS

Each contract resulting from this solicitation will be a fixed-price type contract for services incorporating an award-fee incentive. At the sole discretion of the Government, an award-fee may be issued to the contractor in recognition of quality performance as outlined in Section J.

The period of performance for any contract which the Government may award under the terms and conditions of this RFP will be for a four-year base period, with three two-year option periods.

PRICING INSTRUCTIONS

Offerors must submit offer(s) for the total four-year base period and three two-year option periods.

In the event funds are not available after the first, second, third or fourth year of the base period or after the first year of any of the two-year option periods, the Government reserves the right to cancel the contract in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts.

In the event the contract is cancelled after the first year of the base period because funds are not available, the contractor will be compensated in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts, up to the cancellation ceilings set forth below. Ceilings exclude amounts for requirements included in prior years:

Base Year 2 - 30% of the non-recurring allowable costs for the remaining Base Period

Base Year 3 - 15% of the non-recurring allowable costs for the remaining Base Period

Base Year 4 - 7.5% of the non-recurring allowable costs for the remaining Base Period

In the event the contract is cancelled during an option period

FORM A

OFFEROR: Corrections Corporation of America

LOCATION: Adams County Correctional Center

PRICING SCHEDULE - BASE PERIOD

90% CONTRACT BEDS: Number of Contract Beds	<u>2,009</u>
100% CONTRACT BEDS: Number of Contract Beds	<u>2,232</u>
115% CONTRACT BEDS: Number of Contract Beds	<u>2,567</u>

FIUP will apply when the average number of inmates, in a monthly payment period, exceeds 90% of the contract beds.

BASE YEAR #1 (12 MONTHS) (includes Ramp Up Price)		
Inmates up to (50%)	(50% + 1) Inmates to (90%)	(90% + 1) Inmates (115%)
Monthly Ramp Up Price (Estimated 3 months):	Monthly Operating Price (MOP) (Estimated 9 months):	Fixed Incremental Unit Price (FIUP) Per Inmate Day:
<u>\$2,405,024</u> Per month	<u>\$4,329,043</u> Per month	<u>\$18.50</u> Per day
Total Price/AOP (Ramp Up x 3 Months) + (MOP x 9 Months) + (FIUP to 115%):		<u>\$49,015,284</u>
FIUP can only apply to the nine month period and should be calculated as such.		

BASE YEAR #2 (12 MONTHS)		
Inmates up to (90%)	(90% + 1) Inmates up to (115%)	
Monthly Operating Price (MOP):	Fixed Incremental Unit Price (FIUP) Per Inmate Day:	
<u>\$4,458,914</u>	<u>\$19.06</u>	
Total Price/AOP (MOP x 12 Months) + (FIUP to 115%):		<u>\$57,388,918</u>

BASE YEAR #3 (12 MONTHS)		
Inmates up to (90%)	(90% + 1) Inmates up to (115%)	
Monthly Operating Price (MOP):	Fixed Incremental Unit Price (FIUP) Per Inmate Day:	
<u>\$4,592,681</u>	<u>\$19.63</u>	
Total Price/AOP (MOP x 12 Months) + (FIUP to 115%):		<u>\$59,110,214</u>

BASE YEAR #4 (12 MONTHS)		
Inmates up to (90%)	(90% + 1) Inmates up to (115%)	
Monthly Operating Price (MOP):	Fixed Incremental Unit Price (FIUP) Per Inmate Day:	
<u>\$4,730,461</u>	<u>\$20.22</u>	
Total Price/AOP (MOP x 12 Months) + (FIUP to 115%):		<u>\$60,883,739</u>

DJB1PC010

SECTION C

STATEMENT OF WORK

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1 **INTRODUCTION**

2 This Statement of Work (SOW) sets forth the contract performance
3 requirements for the management and operation of a contract
4 correctional institution(s) to accommodate up to 4,000 beds for a
5 low security adult male population consisting primarily of
6 criminal aliens. The criminal alien population will ordinarily
7 be low security non-U.S. citizen, primarily Mexican, adult males
8 with 90 months or less remaining to serve on their sentences.

9 The proposed facility(ies) shall be an existing institution to
10 accommodate approximately 900-2,500 beds on a daily basis. An
11 existing institution is defined as a secure facility which was
12 complete and ready for occupancy prior to the date the Pre-
13 solicitation Notice was released for this solicitation
14 (April 29, 2008). A facility in which construction or expansion
15 began prior to April 29, 2008, and in which such construction or
16 expansion will be completed by May 1, 2009 is considered to be an
17 existing facility. Any facility in which construction or
18 expansion began after April 29, 2008 is not considered to be an
19 existing institution and will not be considered for this
20 solicitation.

21 The proposed facility(ies) must be located anywhere in the
22 continental United States. The institution shall include a
23 Special Housing Unit (SHU) with a capacity of at least 10% of the
24 accepted number of contract beds. The contractor will be
25 required to house a daily population up to 15% over the accepted
26 number of contract beds.

27 The contractor shall ensure the facility operates in a manner
28 consistent with the mission of the Bureau of Prisons (BOP). The
29 BOP's mission is the protection of society by confining offenders
30 in the controlled environments of prisons and community-based
31 facilities which are safe, humane, cost efficient, appropriately
32 secure and provide work and other self-improvement opportunities
33 to assist inmates in becoming law abiding citizens.

35 The contractor shall be ready to begin accepting inmates and
36 assume full responsibility for the operation, maintenance, and
37 security of the institution 120 days after contract award. This
38 may occur earlier at the request of the contractor but only if
39 the BOP determines the contractor is capable of accepting
40 inmates.

41 Prior to issuance of the NTP, the BOP will perform numerous
42 assessments to ensure the contractor is prepared to accept
43 responsibility for performing all requirements of the contract.

1 The contractor shall notify the CO in writing when it is ready to
2 accept inmates and assume full responsibility for the operation,
3 maintenance and security of the institution 30 days prior to the
4 contractor's expected NTP date.

5 Unless otherwise specified, all plans, policies and procedures,
6 including those identified in the most current edition of
7 American Correctional Association Standards for Adult
8 Correctional Institutions (ACA/ACI Standards), shall be developed
9 by the contractor and submitted in writing to the Contracting
10 Officer's Representative (COR) for review and concurrence prior
11 to issuance of the NTP. Once concurrence has been granted, these
12 plans, policies and procedures shall not be modified without the
13 prior written concurrence of the COR.

14 The NTP will be issued subsequent to receiving the contractor's
15 notification it is prepared to receive inmates and the BOP's sole
16 determination the contractor is capable of accepting inmates.
17 The contractor shall be prepared to accept inmates immediately
18 upon issuance of the NTP.

19 It is anticipated the BOP will predominantly designate non-U.S.
20 citizens with deportation orders to the institution. However,
21 the BOP may designate any inmate within its custody utilizing the
22 same designation criteria as used at other BOP low security
23 facilities. P.S. 5100.08, Inmate Security Designation and
24 Custody Classification, dated 9/12/06, outlines the procedures
25 for designating inmates.

26 Inmate movement to the institution is anticipated to occur at an
27 estimated rate of 80 inmates per week. The estimated weekly
28 movement to the institution would result in a population of
29 approximately 950-2,500 inmates in 12-50 weeks. The institution
30 activation schedule of 80 inmates per week is an estimate only.
31 Actual movement will depend upon many factors, including, but not
32 limited to, the contractor's ability to provide services in
33 accordance with the contract, sentencing by the federal courts
34 and the BOP designation process.

35 The contractor does not have a right of refusal and shall accept
36 all designations from the BOP.

37 The contractor is prohibited from constructing any additional bed
38 space or facilities at the contract location after award without
39 the prior written approval of the CO.

40 The contractor shall furnish all personnel, management,
41 equipment, supplies and services necessary for performance of all

1 aspects of the contract. Unless explicitly stated otherwise, the
2 contractor is responsible for all costs associated with and
3 incurred as part of providing the services outlined in this
4 contract.

1 **EXPLANATION OF STATEMENT OF WORK TERMS**

2 ACA/ACI - American Correctional Association - Adult Correctional
3 Institution. The private, nonprofit organization that
4 administers the only national accreditation program for all
5 components of adult and juvenile corrections. Its purpose is to
6 promote improvement in the management of correctional agencies
7 through the administration of a voluntary accreditation program
8 and the ongoing development and revision of relevant, useful
9 standards.

10 BOP - Federal Bureau of Prisons.

11 CO - Contracting Officer. A Government employee, who by virtue
12 of a Contracting Officer's Warrant, is the only Government
13 employee authorized to obligate, negotiate, award, administer,
14 cancel or terminate contracts on behalf of the United States
15 Government. Contracting officers are responsible for ensuring
16 performance of all necessary actions for effective contracting,
17 for ensuring compliance with the terms of the contract, and for
18 safeguarding the interest of the Government in its contractual
19 relationships.

20 Contract Award Date - The date the CO signs the contract.

21 Contract Day - A "day" is considered a calendar day.

22 Contractor - The entity to whom the Government has awarded the
23 contract.

25 COR - Contracting Officer's Representative. The Government
26 employee, designated in writing by the CO, authorized to perform
27 certain limited functions on behalf of the CO. The extent of COR
28 responsibilities are outlined in Section G of the contract and
29 the COR Designation Letter which will be provided to the
30 contractor. Typically, the COR is the Privatization Field
31 Administrator.

33 COTR - Contracting Officer's Technical Representative.
34 Government staff, designated in writing by the CO, who assist the
35 CO and COR in the performance of duties. The extent of COTR
36 responsibilities are outlined in Section G of the contract. COTR
37 responsibilities are delineated in writing by the CO and will be
38 provided to the contractor. Typically, the COTR is the Senior
39 Secure Institution Manager.

40 Credentials - Documents permitting primary source verification
41 regarding qualifications, including education, training,

1 licensor, experience and board certification of an employee.

2 DHO - Discipline Hearing Officer. The Government trained and
3 certified contractor employee responsible for conducting
4 disciplinary hearings.

5 DOJ - Department of Justice.

6 Emergency - Any significant disruption of normal institution
7 procedure, policy or activity caused by inmate disturbances, work
8 or food strikes, food borne illnesses, escapes, fires, natural
9 disasters, employee strikes or work stoppages or other serious
10 incidents.

11 EOIR - Executive Office for Immigration Review. A component of
12 the Department of Justice with responsibility for interpreting
13 and administering federal immigration law by conducting
14 immigration court proceedings, appellate reviews and
15 administrative hearings. The organization adjudicates
16 immigration cases involving detained aliens, criminal aliens and
17 aliens seeking asylum as a form of relief from removal.

18 FBI - Federal Bureau of Investigation.

19 FOIA Exempt - Information which is exempt from release under the
20 Freedom of Information Act, 5 United States Code (USC) 552.

21 Former Inmate - A person who has been found guilty of committing
22 a felony or misdemeanor for whom less than one year has elapsed
23 since release from custody or any type of supervision.

24 HSU - Health Services Unit. The organizational unit providing
25 routine and emergency health care. The HSU is the designated
26 part of a facility delivering health care to inmates.

27 ICE - United States Immigration and Customs Enforcement.

28 Inmate - An individual confined under the auspices and authority
29 of the BOP or under supervision of a federal court.

30 Inmate Records - Information concerning an inmate's personal,
31 criminal and medical history, behavior and activities while in
32 custody. This may include detainees, personal property receipts,
33 visitor lists, photographs, fingerprints, disciplinary
34 infractions and actions taken, grievance reports, work
35 assignments, program participation, miscellaneous correspondence
36 and forms prescribed by Government policy, etc.

1 Lethal Force - The force a person uses with the purpose of
2 causing or which they know or should know would create a
3 substantial risk of causing death or serious bodily harm.

4 MOAR - Minimum Operational Availability Rate. The monthly rate
5 for computer services/resource components which is a percentage
6 calculated by dividing the accumulated monthly down time hours by
7 the total number of hours of operation for a given month.

8 Negative Pressure Room - A room where the direction of air flow
9 is controlled by creating a lower (negative) pressure in the area
10 into which flow of air is desired.

11 NTP - Notice To Proceed. The official written notice signed and
12 issued by the CO which authorizes the contractor to proceed with
13 the contract and begin providing services under the contract.
14 The contractor shall be prepared to accept inmates immediately
15 upon issuance of the NTP.

16 OIG - Office of the Inspector General, Department of Justice.

17 P.S. - Program Statement. A BOP written directive that
18 establishes policy in a given area.

19 Records Office - The office responsible for maintaining records,
20 coordination of movement and other related functions.

21 Safety Equipment - Including, but not limited to, fire fighting
22 equipment (e.g., chemical extinguishers, hoses, nozzles, water
23 supplies, alarm systems, portable breathing devices, gas masks,
24 fans, first aid kits, stretchers).

25 Sensitive But Unclassified - Information which is unclassified
26 information of a sensitive, proprietary or personally private
27 nature which must be protected against release to unauthorized
28 individuals.

29 SENTRY - The BOP's online real-time database system used
30 primarily for maintaining information about federal inmates. It
31 contains information about sentencing, work assignments,
32 admission/release status and other special assignments for
33 monitoring inmate status. The SENTRY system also includes
34 property management and other modules which address most aspects
35 of incarceration.

36 Subcontract - Any agreement entered into by the contractor who
37 was awarded the contract ("prime contractor") with another entity

1 to provide services and supplies to accomplish performance of the
2 contract.

3 Subcontractor, Full Time - An individual performing work in the
4 contract facility which requires performance in excess of 29 or
5 more total days or 232 hours which can be accrued incrementally
6 (i.e., 2 hours per week, 3 days per week) or in a one month
7 period.

8 Subcontractor, Part Time - An individual performing work in the
9 contract facility which requires performance of 29 total days or
10 232 hours or less which can be accrued incrementally (i.e., 2
11 hours per week, 3 days per week) in a 29 day period. Part-time
12 subcontractors shall be escorted at all times while in the
13 institution or when outside the institution if the possibility
14 exists of coming into contact with inmates.

15 USMS - United States Marshals Service.

16 Warden - The contractor's official, regardless of title (e.g.,
17 Chief Executive Officer), who has ultimate onsite responsibility
18 for the overall management and operation of a facility.

19 Additional definitions are contained in the ACA/ACI Standards and
20 Standards Supplement.

1 **PERFORMANCE OBJECTIVES**

2 **A. Contract Performance**

3 All services and programs shall comply with the SOW; United
4 States Constitution; all applicable federal, state and local laws
5 and regulations; applicable Presidential Executive Orders (E.O.);
6 all applicable case law; and court orders. Should a conflict
7 exist between any of the aforementioned standards, the most
8 stringent shall apply. When a conflict exists and a conclusion
9 cannot be made as to which standard is more stringent, the CO
10 shall determine the appropriate standard. The contractor shall
11 comply with and implement any applicable changes to BOP policy,
12 Department of Justice (DOJ) regulation, Congressional mandate,
13 federal law, DC law or E.O. Should the Government invoke such
14 changes, the contractor retains rights and remedies (i.e.,
15 equitable adjustment) under the terms and conditions of the
16 contract.

17 BOP reserves the right to have various staff on site to monitor
18 contract performance. The Government reserves its right to
19 conduct announced and unannounced inspections of any part of the
20 institution at any time and by any method to assess contract
21 compliance.

22 **B. General Administration**

23 The contractor is required to perform in accordance with the most
24 current edition of the ACA/ACI Standards. The contractor shall
25 obtain ACA accreditation within 24 months of the NTP and shall
26 maintain continual compliance with all ACA/ACI Standards during
27 the performance of the contract unless otherwise specified by the
28 CO. Once full accreditation has been obtained, the contractor
29 shall maintain this accreditation throughout the life of the
30 contract, inclusive of any option periods exercised. Failure to
31 perform in accordance with contract requirements and to obtain
32 ACA accreditation within 24 months of the NTP may result in a
33 reduction of the monthly operating price in accordance with the
34 contract terms.

35 Accomplishment of some ACA/ACI Standards is augmented by BOP
36 policy and/or procedure. In these instances, the SOW identifies
37 and provides direction for the enhanced requirements.

1 The contractor is responsible for development and administration
2 of a comprehensive Quality Control Program (QCP) which ensures
3 all requirements of this contract are achieved. The specific
4 requirements for the QCP are detailed in Section J.

5 Several sections of this SOW require the contractor to maintain a
6 system of records identical to the BOP. The contractor shall not
7 establish a separate system of records without prior written
8 approval of the CO. All records related to contract performance
9 shall be retained in a retrievable format for the duration of the
10 contract. Except as otherwise expressly provided in this SOW,
11 the contractor shall, upon completion or termination of the
12 resulting contract or upon request, transmit to the Government
13 any records related to performance of the contract.

14 The contractor shall comply with all statutes, regulations and
15 guidelines from the National Archives and Records Administration.
16 Records and information management functions are required and
17 mandated by the following regulations: 44 USC 21, 29, 31 and 33;
18 36 Code of Federal Regulations (CFR) Chapter 12, Sub-chapters A
19 and B; Office of Management and Budget (OMB) Circular A-130; and
20 DOJ Order 2710.8C, Removal and Maintenance of, and Access to,
21 Documents. Criminal penalties for unlawfully destroying,
22 damaging or removing federal records is addressed in 18 USC 2071,
23 793, 794 and 798.

24 The contractor shall protect, defend, indemnify, save and hold
25 harmless the Government, BOP and its employees or agents from and
26 against any and all claims, demands, expenses, causes of action,
27 judgments and liability arising out of, or in connection with,
28 any negligent acts or omissions of the contractor, its agents,
29 subcontractors, employees, assignees or any one for whom the
30 contractor may be responsible. The contractor shall also be
31 liable for any and all costs, expenses and attorneys fees
32 incurred as a result of any such claim, demand, cause of action,
33 judgment or liability, including those costs, expenses and
34 attorneys fees incurred by the Government, BOP and its employees
35 or agents. The contractor's liability shall not be limited by
36 any provision or limits of insurance set forth in the resulting
37 contract.

38 In awarding the contract, the Government does not assume any
39 liability to third parties, nor will the Government reimburse the
40 contractor for its liabilities to third parties, with respect to
41 loss due to death, bodily injury or damage to property resulting

1 in any way from the performance of the contract or any
2 subcontract under this contract.

3 The contractor shall be responsible for all litigation, including
4 the cost of litigation, brought against it, its employees or
5 agents for alleged acts or omissions. The CO/COR shall be
6 notified in writing of all litigation pertaining to this contract
7 and provided copies of any pleadings filed or said litigation
8 within five working days of the filing. The contractor shall
9 cooperate with Government legal staff and/or the United States
10 Attorney regarding any requests pertaining to federal or
11 contractor litigation.

12 Policies and procedures shall be developed to ensure a positive
13 relationship is maintained with all levels of the federal
14 judiciary. The contractor's procedures shall ensure a tracking
15 system is established which mandates all judicial inquiries and
16 program recommendations are responded to in a timely and accurate
17 manner. All judicial inquiries and contractor responses
18 specifically related to an inmate shall be made part of the
19 inmate's central file.

20 The contractor shall notify the COR immediately when a request is
21 made by a member of the United States Congress for information or
22 to visit the institution. All responses to Congress shall be
23 cleared, in advance, by the COR.

24 The COR shall be notified when a request is made for inmate or
25 employee interviews or visits to the institution by any
26 representative of the media as defined by P.S. 1480.05, News
27 Media Contacts, dated 9/21/00. The contractor shall permit
28 inmate interviews by legitimate media consistent with P.S.
29 1480.05.

30 The contractor shall coordinate, in advance, all public
31 information related issues with the CO prior to NTP and the COR
32 after NTP. All press statements and releases shall be cleared,
33 in advance, with the CO prior to NTP and the COR after NTP.

34 The contractor shall promptly make public announcements stating
35 the facts of unusual newsworthy incidents to local media.
36 Examples of such events include, but are not limited to, deaths
37 by other than natural causes, escapes from custody and
38 institution emergencies.

1 The contractor shall ensure employees agree to use appropriate
2 disclaimers clearly stating the employees' opinions do not
3 necessarily reflect the position of the BOP or DOJ in any public
4 presentations they make or articles they write which relate to
5 any aspect of contract performance or the facility operations.

6 **C. Fiscal Management**

7 Commissary Operation

8 A commissary shall be operated by the contractor as a privilege
9 for inmates. The commissary shall have items available for
10 purchase which are not required to be furnished by the contractor
11 in accordance with the objectives of the contract. Inmates shall
12 have the opportunity to purchase from the commissary at least
13 once a week. A copy of the commissary inventory shall be
14 provided to the BOP upon request.

15 The contractor shall ensure inmates spend no more on purchases
16 than the BOP's current national spending limitation for
17 commissary sales. The contractor shall not sell or stock items
18 which are prohibited by the BOP as defined in P.S. 4500.05, Trust
19 Fund/Deposit Fund Manual, dated 1/22/07, Chapter 3.4.

20 The selling price of each item ordered and sold in the commissary
21 shall be calculated based on the cost of each sellable unit. The
22 markup of merchandise shall be no more than the following: 0%
23 for postage stamps, religious items, education course/resource
24 requirements; 5% for Special Purchase Orders (SPO) purchased at
25 retail cost; 30% on standard/SPOs purchased at non-retail cost;
26 preprinted sales prices printed on packaging will be sold at the
27 preprinted price. Once an item is marked up, any applicable
28 sales tax will need to be added and the total price rounded to
29 the next highest nickel.

30 The contractor shall establish procedures to maintain
31 accountability of all trust fund monies and property to prevent
32 waste, fraud and abuse.

33 The contractor shall review commissary inventories for excessive
34 inventory differences and to ensure the commissary remains within
35 acceptable tolerance levels. The tolerance level for inventory
36 differences is calculated by multiplying .0025 times the last six
37 months sales at cost.

1 The contractor shall establish procedures in accordance with P.S.
2 4500.05, Trust Fund/Deposit Fund Manual, dated 1/22/07, Chapter
3, when disposing of commissary merchandise when it is damaged,
4 unfit for resale or destroyed. The total of unsaleable
5 merchandise at cost cannot exceed .0015 times the actual regular
6 commissary semi-annual sales at cost in any one inventory period.

7 Inmate Benefit Fund

8 Any revenues earned in excess of those needed for commissary
9 operations shall be used to provide benefit to all inmates via an
10 inmate benefit fund. The contractor may use P.S. 4500.05,
11 Chapter 2, as a guide for appropriate expenditures from this
12 fund. However, prohibited items, as defined by the BOP, shall
13 not be purchased with commissary revenues. Individual
14 expenditures from the inmate benefit fund that exceed \$10,000
15 shall be approved by the contractor's corporate office. Records
16 of inmate benefit fund expenditures shall be maintained on site
17 at the contract facility and available for review by the BOP. At
18 the conclusion of the contract, the inmate benefit fund shall
19 revert back to the Government. Any interest earned on this fund
20 shall be credited to the inmate benefit fund.

21 Inmate Funds

22 If inmate funds are placed in an interest bearing account, the
23 interest earned must be credited to the inmate.

24 Procedures shall be established for transferring inmate personal
25 funds upon release from the institution, transfer to another
26 institution or when an inmate requests a funds transfer to an
27 outside source. The contractor shall ensure all inmates who are
28 scheduled for removal to foreign destinations are given all funds
29 immediately prior to release from the institution. Transfer of
30 inmate funds shall occur within five working days upon release
31 from the institution, transfer to another institution or when an
32 inmate requests a funds transfer to an outside source.

33 Inmates who transfer to a BOP institution shall have their funds
34 sent to the BOP National Lockbox address below in accordance with
35 the procedures defined in P.S. 4500.05, Chapter 9.6:

Federal Bureau of Prisons
Insert Inmate Eight Digit Register Number
Insert Inmate's Committed Name
PO Box 474701
Des Moines, IA 50947-0001

6 Unclaimed Inmate Funds

7 The contractor shall exhaust all avenues to locate inmates and
8 forward their inmate account balances. If after three months the
9 inmate cannot be located, the contractor shall forward the inmate
10 account balance to the BOP as instructed below:

- 1) Check made payable to the individual inmate must contain the inmate's committed name and register number. The sender's name must be included on the check and/or mailing envelope.
- 2) Check made payable to the BOP for the purposes of consolidating several inmate account balances must be accompanied by a Field Submission Form provided by the BOP.
- 3) Field Submission Forms shall list the inmate's committed name, register number and amount to be credited to the inmate. One Field Submission Form shall be completed for each check.
- 4) Signed memorandum must accompany each Field Submission Form certifying all avenues to locate the inmate(s) listed on the form have been exhausted.
- 5) Unclaimed funds shall be sent to the following address:

Federal Bureau of Prisons
Insert Inmate Eight Digit Register Number
Insert Inmate's Committed Name
Trust Fund Branch/Deposit Fund
320 First Street, NW
Room 5005
Washington, DC 20534

D. Personnel

36 For purposes of the Personnel portion of the contract, the terms
37 "employee," "subject" and "applicant" refer to any person
38 applying to work for the contractor as an employee or

1 subcontractor, or who may already be employed by the contractor,
2 who has not previously completed the personnel security
3 requirements detailed in this section of the contract and who has
4 not received a favorable suitability adjudication from the BOP.

5 The contractor shall develop written procedures for the security
6 and supervision of employees and subcontractors who work on this
7 contract in accordance with the Notice of Contractor Personnel
8 Security Requirements Clause and with the requirements of
9 Homeland Security Presidential Directive-12 (HSPD-12) located in
10 Section I of the contract. The procedures shall include record
11 keeping, identification badges and escort protocols. The
12 contractor shall include these procedures in the contractor's
13 Personnel Policy Manual.

14 Staffing Plan

15 The contractor may restructure the staffing plan in any manner
16 that does not reduce the minimum performance requirements of the
17 contract and does not eliminate essential personnel or personnel
18 as required by the most current version of ACA/ACI Standards.

19
20 The contractor shall provide the CO with a staffing plan and
21 subsequent changes to the staffing plan.

22 Employment Procedures

24 The Warden or designee shall be the contractor's contact person
25 for all matters regarding the processing of contractor personnel.

26 Prior to employees entry on duty (EOD) at the facility, the
27 contractor shall ensure the following steps are completed for
28 each applicant, full or part time, as listed below:

- 29 1) Conduct a credit check for employment purposes as
30 described in the Fair Credit Reporting Act;
- 31 2) Conduct a pre-employment interview;
- 32 3) Complete an Employment Eligibility Verification (Form
33 I-9);
- 34 4) Voucher the applicant's employment record for the past
35 five years;
- 36 5) Perform a Law Enforcement Agency Check for the past
37 five years;
- 38 6) Certify the applicant is a U.S. citizen (see below -

Other Requirements);

- 7) Certify the applicant has met the residency requirements (see below - Other Requirements);
- 8) Applicant shall complete Questionnaire for Public Trust Positions (SF-85P) or approved equivalent;
- 9) Complete and submit FBI fingerprint form (FD-258);
- 10) Coordinate the process for BOP staff to conduct criminal history checks from the National Crime Information Center (NCIC) and National Law Enforcement Telecommunication System (NLETS).

The contractor shall also ensure the following HSPD-12 requirements are completed for each applicant who requires access to federal information systems, i.e., SENTRY:

- Employment Eligibility Verification (Form I-9) must be verified by a BOP official;
- Coordinate the process with the BOP for a National Agency Check with Inquiries (NACI);
- Questionnaire for Public Trust Positions (SF-85P) and FBI fingerprint form (FD-258) shall be submitted to the Office of Personnel Management (OPM).

The determination for employment suitability must be made using the BOP's current Guidelines of Acceptability (Guidelines). Based on steps #1-8 and the Guidelines, the contractor will determine if the applicant is suitable for employment. The Warden shall certify steps #1-8 have been completed with satisfactory results and submit this certification with the applicant's information to the BOP for conditional approval. The applicant's information shall include the following: full name, date of birth, driver's license number and issuing state, social security number and position applied for.

The contractor shall also certify the HSPD-12 requirements listed above have been completed for applicants requiring access to federal information systems. The contractor's request for conditional approval for these applicants must include the schedule date for the OPM-NACI investigation and indicate the request is for a moderate risk level position.

After receiving the BOP's conditional approval, the contractor shall complete the following steps:

11) Conduct a urinalysis in accordance with P.S. 3735.04.

Drug Free Workplace, dated 6/30/97;

12) Applicant shall complete Supplemental Questionnaire for Selected Positions (OPM SF-85P-S) or approved equivalent;

13) Notify COR of Limited Background Investigation (LBI) initiation.

Positions requiring the OPM SF-85P-S or equivalent are those employees required to carry firearms during the course of their employment.

Contractor responsibilities subsequent to EOD date:

- 14) Notify COR within 24 hours of actual EOD;
- 15) Receipt and review of LBI report (Section J).

The BOP retains authority to approve all contractor staff, subcontractor employees and volunteers who work or have contact with federal inmates under the terms of this contract. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed.

The contractor shall develop procedures to coordinate with the COR to process and initiate NCIC/NLETS functions in accordance with P.S. 1280.11, JUST, NCIC, and NLETS Telecommunication Systems (Management and Use), dated 1/7/00, for criminal history checks to maintain institution security. NCIC/NLETS may not be utilized for Justice Employment checks. The contractor shall adhere to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum as included in Section J of the contract. The contractor shall ensure use of NCIC/NLETS is performed only to the direct benefit and furtherance of the contract.

The contractor shall develop procedures to coordinate with the COR to process and submit the forms required to obtain a NACI in accordance with the provisions of HSPD-12 as located in Section I of the contract and as required by OPM.

Within one year of each onsite employee's EOD, the contractor shall obtain, review, identify and resolve derogatory information contained on the LBI results using the Adjudication Standards for Resolving Limited Background Investigations and Periodic Reinvestigations outlined in Section J. The contractor shall determine the employee's suitability for employment under this

1 contract. Investigations with little or no derogatory
2 information will be reviewed and forwarded to the COR within 90
3 days of the investigation completion date. Investigations
4 requiring resolution of derogatory information will be forwarded
5 within 180 days of the investigation completion date. Extended
6 adjudication time frames on a case-by-case basis may be requested
7 from the COR.

8 The contractor shall ensure all employees and full-time
9 subcontractor employees are reinvestigated as prescribed in the
10 Scope and Coverage of a Periodic Reinvestigation in Section J of
11 the contract.

12 Upon receipt, review and resolution of any derogatory information
13 contained in the reinvestigation report, the Warden shall forward
14 to the COR a written final determination regarding the employee's
15 continued employment under this contract. A copy of the
16 reinvestigation report results shall be attached.

17 The contractor shall maintain all personnel records on site for
18 the duration of the contract and make these records available to
19 the BOP upon request.

20 **Waivers**

21 If the applicant does not meet the BOP's current Guidelines and
22 is still a desirable employee, the contractor may request a
23 written waiver to the Guidelines, submitted to the COR, which
24 includes:

- 25 1) details and circumstances of the applicant's behavior
26 which is outside the Guidelines;
- 27 2) reason(s) why the applicant should receive further
28 consideration; and
- 29 3) availability of other suitable applicants.

30 **Other Requirements**

31
32 The contractor shall not employ any individual who has a felony
33 or misdemeanor conviction of domestic violence.

34 The contractor shall not employ any individual who is not a U.S.
35 citizen unless otherwise approved by the CO. Citizens of the
36 United States include those who were: born in the United States
37 (the fifty states, District of Columbia, Puerto Rico, Guam (since
38 1950) or the United States Virgin Islands); born outside the

1 United States to parents who are citizens of the United States,
2 one of which was physically present in the United States or one
3 of its outlying possessions for a continuous period of one year
4 at any time prior to the birth of the person (in some situations
5 only one person has to be a citizen); naturalized as a U.S.
6 citizen; or otherwise granted citizenship under authorities
7 described in law, beginning at 8 USC 1401. For non-citizen
8 applicants of subcontractors, the contractor must seek approval
9 from the CO. Non-citizen applicants of subcontractors must be
10 citizens of an allied nation as defined by OPM (see
11 <http://www.opm.gov/employ/html/Citizen.htm>).

12 All applicants or subcontractors (U.S. citizen or otherwise) must
13 have, immediately prior to applying for a position:

14 1) resided in the United States three of the past five
15 years;
16 2) worked for the United States overseas in a federal or
17 military capacity; or
18 3) been a dependent of a federal or military employee
19 serving overseas.

20 The CO has final approval authority for non-citizen and non-
21 residency employment for all potential employees and
22 subcontractors.

23 The contractor shall maintain verification of training and
24 experience which shall include credentials for all professional
25 staff. All credentials shall be kept current and maintained for
26 the duration of the individual's performance under the contract.

27 Employment Agreement

28 In the absence of a collective bargaining agreement, the
29 contractor must enter into a written employment agreement with
30 each employee assigned to work at the contractor's facility.
31 This agreement must provide, in recognition of the public safety
32 requirements for uninterrupted services at the contractor's
33 facility and in return for adequate consideration, including
34 grievance procedures, the contractor employee agrees not to
35 strike or otherwise interrupt normal operations at the
36 contractor's facility without giving 30 days advance written
37 notice.

38 The contractor must ensure a contingency plan covering work

1 actions or strikes is developed and maintained in a secure
2 location.

3 In the event the contractor negotiates collective bargaining
4 agreements applicable to the work force under the contract, the
5 contractor must use its best efforts to ensure such agreements
6 contain provisions designed to ensure continuity of services.
7 All such agreements entered into during the contract period of
8 performance should provide grievances and disputes involving the
9 interpretation or application of the agreement will be settled
10 without resorting to strike, lockout or other interruption of
11 normal operations.

12 For this purpose, each collective bargaining agreement should
13 provide an effective grievance procedure with arbitration as its
14 final step unless the parties mutually agree upon some other
15 method of assuring continuity of operations. As part of such
16 agreements, management and labor should agree to cooperate fully
17 with the Federal Mediation and Conciliation Service. The
18 contractor shall include the substance of this clause (paragraph,
19 provision, etc.) in any subcontracts for protective services.

20
21 Staffing

22 The following are essential personnel with respective minimum
23 qualification requirements and are critical for performance of
24 the contract. The contractor may use other titles. Within 15
25 days of contract award, the contractor shall submit a written
26 request (to include a resume) to the COR for conditional
27 contractor employment approval of the Project Coordinator,
28 Warden(s) and Associate Warden(s). The 15-day period may be
29 extended for the Warden(s) and Associate Warden(s) positions if
30 requested in writing by the contractor and approved by the CO.

31 Project Coordinator - Knowledge and experience within the
32 last five years in planning and executing similar contract
33 requirements as contained within this SOW.

34 Warden(s) - Knowledge of program objectives, policies,
35 procedures and requirements for managing a secure
36 correctional facility. A minimum of ten years experience in
37 corrections or related field with experience in the
38 management of a correctional facility at the Associate
39 Warden level or above.

40 Associate Warden(s) - Knowledge of program objectives,
41 policies, procedures and requirements for managing a

1 correctional facility. A minimum of ten years experience in
2 corrections or related field with five years experience in
3 the field of corrections at the level of mid-management.

4 The essential personnel listed below are critical for the
5 performance of this contract: knowledge of program objectives,
6 policies, procedures and requirements specific to their
7 department. A minimum of five years experience specific to their
8 department is required.

9 Administrator, Religious Services
10 Case Management Coordinator
11 Chief, Correctional Services
12 Computer Services Manager
13 Correctional Shift Supervisors
14 Facilities Manager/Administrator
15 Food Service Administrator
16 Human Resource Manager
17 Inmate Systems/Records Office Manager
18 Intelligence Officer
19 Medical Services Administrator
20 Quality Control Specialist
21 Safety/Environmental Specialist

22 The Administrator, Religious Services shall meet the
23 certification standards of the American Correctional Chaplains
24 Association.

25 The CO may reduce the monthly invoice for salaries and benefits
26 on any unfilled essential position.

27 Subcontractors

28 Full-time Subcontractors: The contractor shall complete steps
29 #1-15, as outlined in Employment Procedures above, for each full-
30 time subcontractor employee. Any full-time subcontractor
31 requiring SENTRY access must also have the HSPD-12 requirements
32 completed.

33 Part-time Subcontractors: The contractor, at a minimum, shall
34 complete the following for all part-time subcontractors:

35 1) Employment Eligibility Verification (Form I-9);

1 2) Coordinate the process for BOP staff to conduct
2 criminal history checks - NCIC/NLETS.

3 Any part-time subcontractor requiring SENTRY access must also
4 have the HSPD-12 requirements completed.

5 The contractor shall use the BOP's current Guidelines when
6 determining subcontractor employment. In addition, the
7 contractor shall not hire any subcontractor, full time or part
8 time, who under the following circumstances: knows any person or
9 has any relatives who are currently incarcerated in the facility;
10 has any criminal charges currently pending; or is currently under
11 any incarceration order, probation or court supervision.

12 Subcontractor employees are required to adhere to the
13 contractor's Standards of Conduct mentioned below. The BOP has
14 the authority to approve all subcontractors who have contact with
15 federal inmates under the terms of this contract.

16 Volunteers

17 The contractor shall develop written procedures for the use,
18 security and supervision of volunteers. The procedures shall
19 outline record keeping, identification badges and escort
20 protocols. The contractor shall include these procedures in the
21 Personnel Policy Manual.

22
23 Volunteers must be 18 years old or older. Ex-offenders with at
24 least three years of crime-free conduct after release, or with a
25 favorable report upon completion of probation or parole, may be
26 utilized as volunteers. Volunteers shall not be granted waivers
27 for unescorted status or passes.

28 The contractor shall complete the following for each volunteer
29 working in the facility:

30 1) Full name and personal information, (e.g., address,
31 date of birth, driver's license number and issuing
32 state, social security number);
33 2) Complete and submit FBI fingerprint form (FD-258);
34 3) Coordinate the process for BOP staff to conduct
35 criminal history checks - NCIC/NLETS.

36 The contractor, at a minimum, shall review the volunteer's
37 personal information. The COR will review any criminal

1 background information to determine if the applicant is suitable
2 in accordance with BOP's current Guidelines for entrance into the
3 facility.

4 Volunteers are required to adhere to the contractor's Standards
5 of Conduct mentioned below. The BOP has the authority to approve
6 all volunteers who have contact with federal inmates under the
7 terms of this contract.

8 Standards of Conduct

9 The contractor shall develop written Standards of Conduct on
10 employee conduct, ethics and responsibility. The contractor's
11 Standards of Conduct shall include those standards defined in
12 Section J. These standards shall be a part of the Personnel
13 Policy Manual. The contractor shall document and ensure all
14 employees review the Standards of Conduct annually. In addition
15 to employees, subcontractors and volunteers are also required to
16 adhere to the Standards of Conduct at all times. Employees,
17 subcontractors and volunteers shall receive Standards of Conduct
18 Training as part of their individual institutional
19 familiarization and annual training. Notices explaining
20 employees rights to report misconduct and contact information for
21 all investigative authorities of competent jurisdiction shall be
22 prominently displayed.

23 The contractor shall refer allegations of employee, subcontractor
24 or volunteer misconduct in accordance with procedures defined by
25 the BOP. The contractor shall cooperate fully with the cognizant
26 authority in any investigation of alleged misconduct.

27 The Government reserves its right, consistent with its
28 obligations under applicable law, to conduct investigations of
29 any alleged misconduct which has the potential to adversely
30 impact the programs or operations of the DOJ and BOP, including
31 the care, custody, health and safety of inmates and BOP staff or,
32 where applicable, the correctional institution and to withdraw
33 final employment approval authority for any employee as warranted
34 by Standards of Conduct violations.

35 **E. Training and Staff Development**

36 The Government will provide specialized training to assist the
37 contractor in performing some specialized requirements. The
38 training will be provided to the contractor at no cost and on a
39 one-time basis only. Contract employees' travel/lodging expenses

1 will not be paid by the BOP. To receive the training, the
2 contractor must submit a written request to the COR outlining the
3 training participants and time frame for training.

4 1. Records Office (Records Office Staff)

5 Training

6 a. Movement Coordination Training - 6 hours
7 b. Principles of Sentence Computation (includes
8 maintenance, retirement and disposal of inmate files) -
9 32 hours

10 c. Advanced Sentence Computations - 32 hours

11 Self Study Courses and Modules

12 a. Mail Room Self Study and Survival Skills Guide
13 b. Receiving and Discharge Self Study and Survival Skills
14 Guide
15 c. Processing Inmates In-Out Module
16 d. Detainers, Writs and IAD Module
17 e. Mailroom Management Module
18 f. Sentence Computation and Judgement and Commitment File
19 Module

20 2. Correctional Programs (Affected Staff)

21 a. Case Management/Central Inmate Monitoring (includes
22 Victim Notification System) - 24 hours
23 b. Inmate Discipline Training - 24 hours
24 c. Disciplinary Hearing Officer (DHO) Training - 24 hours
25 d. Joint Automated Booking System (JABS) - 16 hours
26 e. NCIC/NLETS (Practitioner/Administrator) - training disk
27 f. Adam Walsh Training - 4 hours

28 3. Other

29 a. Human Resource Management (includes background
30 investigation issues) - 24 hours
31 b. Basic SENTRY - 2 hours
32 c. Central Inmate Monitoring Certification Correspondence
33 Course

35 The contractor may request, at its expense and subject to the
36 approval of the COR, additional Government training to supplement
37 the initial training outlined above or other training as it
38 applies to BOP-mandated contract performance.

39 The contractor shall develop and implement a comprehensive staff